

Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: February 1, 2016
Service Agreement No. 172248 – Joseph E. Pauley
Option Code A

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of December, 2015, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and JOSEPH E. PAULEY ("Shipper").

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. Service under this Agreement shall commence as of February 1, 2016, and shall continue in full force and effect until March 31, 2020. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the amendment attached hereto as Attachment B. The provision of Attachment B are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at 1001 Speed Road, Spencer, WV 25276-8719, Attention: Joseph E. Pauley, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): N/A

JOSEPH E. PAULEY

By Joseph E. Pauley

Title Owner / Shipper

Date December 28, 2015

COLUMBIA GAS TRANSMISSION, LLC

By Millie S. Moran

Title Millie S. Moran
VP, Customer Services & Business Integration

Date 1-5-16

Appendix A to Service Agreement No. 172248
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and Joseph E. Pauley ("Shipper")

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
February 1, 2016	March 31, 2020	16	1/1-12/31

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Minimum Receipt Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
February 1, 2016	March 31, 2020	823621	Mountain State-Grant	823621	Mountain State-Grant	16		1/1-12/31

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Delivery Obligation (Dth/day) 1/</u>	<u>Design Daily Quantity (Dth/day) 1/</u>	<u>Minimum Delivery Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
February 1, 2016	March 31, 2020	836799	Constellation Big Sandy	836799	Constellation Big Sandy	16			1/1-12/31

1/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows:

The Master List of Interconnects ("MLI") as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

☐ Yes ☒ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

☒ Yes ☐ No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

☐ Yes ☒ No (Check applicable blank) All gas shall be delivered at existing points of interconnection within the MDDOs, ADQs and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule ☐ Service Agreement No. ☐ Appendix A with Shipper, which are incorporated herein by reference.

☐ Yes ☒ No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

☐ Yes ☒ No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

JOSEPH E. PAULEY

By Joseph E. Pauley

Title Owner / Shipper

Date December 28, 2015

COLUMBIA GAS TRANSMISSION, LLC

By Millie S. Moran

Title Millie S. Moran
VP, Customer Services & Business Integration

Date 1-5-16

ATTACHMENT B TO FTS SERVICE AGREEMENT 172248

The applicable demand rate for Shipper's FTS Service shall be a negotiated rate that is fixed for the primary term of the Service Agreement equal to \$0.59 per Dth per day for the term of the Service Agreement. This rate shall apply regardless of the demand charge rate for recourse rate shippers set forth in Transporter's Tariff, as it may change from time to time. All other maximum applicable demand surcharges, commodity rates and surcharges set forth in Transporter's Tariff will apply, in whatever form they may take and as they may thereafter change from time to time. Shipper must also provide to Transporter the maximum applicable then existing Commission-approved Transportation Retainage percentage set forth in Transporter's Tariff.

Shipper will be solely responsible for making any construction arrangements with and/or acquiring any services necessary for Shipper to transport gas into and from Transporter's system as set forth in Section 9.4 of the General Terms and Conditions of Transporter's Tariff.